

General Terms and Condition Q8 electric

DEFINITIONS

'Accepted Payment Card'	one of the following payment cards that are supported by the Q8 App: Bancontact by Payconiq (for One-click payments), Mastercard, Visa;	consumer within the meaning of Article I.1,2° of the Belgian Economic Code;
'Administration Service':	the service consisting of the provision of administrative support to the Customer by or on behalf of KP in the context of Q8 electric Services;	'Customer Initiated Transaction' ('CIT') refers to a payment transaction that is initiated directly and actively by the Customer at the time of the transaction, e.g. by entering card details at checkout or approving the payment via their banking app. By proceeding with the use of our services, the Customer explicitly authorizes the payment at the time of each transaction. A CIT usually involves Strong Customer Authentication;
'Card Issuer'	the financial institution that issues one or more Accepted Payment Cards registered in the Q8 App;	'Force Majeure': any act or event beyond the reasonable control of a Party, its subcontractors or contractors, which prevents the fulfilment by this Party of its obligations under this Agreement, in whole or in part, whether temporarily or otherwise, including but not limited to disaster, fire, flood, earthquake, natural elements, pandemic, actual or threatened terrorist attacks, acts of war, sabotage, explosion, riots, disorder, uprising, revolutions and strikes, lockouts or labour disputes, acts by public authorities, accident or breakdown of plant or machinery, equipment shortage, non-supply of services by a utilities provider (including electricity, gas, network or telecoms providers) and any act or omission on the part of third parties beyond the reasonable control of a Party;
'Charge Detail Record' ('CDR')	a digital record of a concluded Charging Session, provided by a charging station or Charge Point Operator (CPO) to a service provider (MSP) for billing and administrative purposes;	'Hosting Subscription Service': service allowing for remote management of a charging point or Charging Station, as well as settling of charging transactions at such a charging point or a Charging Station;
'Charging Card':	a carrier of the unique identification number issued by KP that provides access to the use of Charging Stations within the Network. This carrier may be a Q8 electric Card or the Q8 App;	'KP': Kuwait Petroleum (Belgium) SA/NV , with its registered office at Desguinlei 100/8, B-2018 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT No. BE 0404.584.525;
'Charging Services':	the services associated with the use of Charging Stations within the Network with a Charging Card, including the allocation and management of Charging Cards and the collection and processing of data from Charging Sessions;	'Kuwait Petroleum Group': any direct or indirect subsidiary of Kuwait Petroleum Europe B.V.
'Charging Session':	the entire period a vehicle is connected to a charger in the Network and drawing or attempting to draw power, from the moment the connector is plugged in until it's unplugged;	'Means of Access': username and Password;
'Charging Station':	facility that may include multiple charge points and the necessary infrastructure to support them. Charging stations can be public or private facilities where electric vehicles can recharge;	'Merchant Initiated Transaction' ('MIT') Refers to a payment transaction initiated by the merchant (KP under these Q8 electric General Terms and Conditions) without direct involvement of the Customer at the time of the transaction, based on a pre-authorized agreement between the merchant and the Customer. Merchant Initiated Transactions
'CPO':	operator of a charging point, i.e., the entity responsible for the management and operation of a charging point and that technically provides a Charging Service to end users, including on behalf of and in the name of an MSP (Mobility Service Provider);	
'Customer':	the natural person aged over 18 who signs the Agreement with KP in its capacity as	

	can occur, for example, in case of delayed charges. They don't require Strong Customer Authentication at the time of the transaction since prior consent was given by the Customer at the time of agreement with these Q8 electric Terms and Conditions;		
'Mobile Payment Function'	the bank-independent functionality in the Q8 App to make virtual payments (and not physical payments) using a (stored) Accepted Payment Card. The Mobile Payment Function does not include the Q8 Liberty Authentication, which should be considered a separate functionality;	'Q8 App':	the mobile application that is available for the Customer. The application is available for Apple iOS and Android;
'Mobile Q8 Purchase'	any purchase by the Customer, using the Mobile Payment Function, of Q8 electric Services;	'Q8 electric Card':	the card issued by or on behalf of KP or a member of the Kuwait Petroleum Group named 'Q8 electric Card' or otherwise, with a view to providing access to the Charging Stations in the Network;
'MSP':	mobility service provider, a company that issues Charging Cards with a view to providing access to Charging Stations to its customers;	'Q8 electric Network':	all Charging Stations managed by KP;
'Network':	the joint network formed by the Q8 electric Network and the Partner Network;	'Q8 electric Services':	the Charging Services, Administration Services and any other services relating to the services referred to herein provided by KP in accordance with the General Terms and Conditions, excluding the provision and maintenance of Charging Stations provided by or on behalf of KP under separate terms and conditions as separately agreed between the Parties;
'One Click Payment'	the quick check out feature that allows Customers who have chosen to store their payment information to complete a payment with one click. All One-Click Payments are treated as Customer-Initiated Transactions (CIT) and may involve Strong Customer Authentication (SCA) in accordance with applicable laws and regulations;	'Sales Agreement'	Any agreement reached with a Mobile Q8 Purchase;
'Partner Network':	all Charging Stations at which the Charging Card can be used, and which are situated outside the Q8 electric Network, as posted on the Website, and/ or the Q8 App;	'Strong Customer Authentication'	authentication using two or more factors identified as knowledge (something only the user knows), possession (something only the user has), and inherent property (something the user is) that are mutually independent, in the sense that compromise of one does not affect the reliability of the others and is designed in such a way as to protect the confidentiality of the authentication data;
'Party' or 'Parties':	KP and/or the Customer, as the case may be;	'Terms and Conditions of the Card Issuer'	the general terms and conditions and product regulations of the Card Issuer that apply to the Accepted Payment Cards that are registered by the Customer in the Q8 App;
'Password':	a Customer's password for access to and use of the Q8 App;	'Username':	a Customer's identification code, allowing them to use the Q8 App;
'Payment Orchestrator'	the technical service provider that enables the routing, coordination, and processing of electronic payments with the Payment Service Providers, payment methods, and acquiring banks. The Payment Orchestrator operates as a technology layer that facilitates the secure and efficient execution of payment transactions, but does not act as a payment service provider, acquirer, or financial institution;	'Wallet Initiated Payment'	the wallet-initiated payment service that enables the Customer to initiate "One-Click Payments" without requiring the Customer to perform "Strong Customer Authentication";
'Payment Service Provider' ('PSP')	a third-party company authorized to process payments on behalf of KP. This may include handling credit cards, debit cards, bank transfers, or other electronic payments made by the Customer for the purchase of our	'Webform':	www.q8.be/vraag and www.q8.be/question
		'Website':	www.q8.be/nl

1. GENERAL

- 1.1 These Q8 electric General Terms and Conditions ("**Agreement**") govern all requests for Q8 electric Services provided by KP.
- 1.2 The Customer explicitly confirms having read, acknowledged, and accepted these General Terms and Conditions. KP reserves the right to make changes at any time to these Q8 electric General Terms and Conditions. In the event of such a change, KP will inform Customers as stated in Article 14.
- 1.3 The applicable Q8 electric General Terms and Conditions can be consulted in the Q8 App at any time.

2. CUSTOMERS

- 2.1 Customers can apply for Q8 electric Services in the Q8 App by linking a valid means of payment to their account and confirm that they have viewed and accepted the Q8 electric General Terms and Conditions. The means of payment must in all instances be valid for minimum six weeks to guarantee the payment of Charging Sessions.
- 2.2 The Agreement starts when Customer accepts the Q8 electric General Terms and Conditions in the Q8 App. After accepting the Q8 electric General Terms and Conditions, the Customer must request his or her Q8 electric Card via the Q8 App in order to use the Charging Services. While waiting to receive the physical Q8 electric Card, the Customer will already be able to charge via the Q8 App. The physical Q8 electric Card will be sent to the address specified in the Q8 App within seven calendar days.
- 2.3 Customers must ensure all information provided to KP is up to date, complete, and accurate throughout the Agreement. The Customer can modify their own information themselves in the Q8 App.

3. PROVISION AND SCOPE OF THE Q8 ELECTRIC SERVICES

- 3.1 KP will make reasonable efforts to provide the Q8 electric Services to the Customer in accordance with this Agreement. Commitments are not contingent upon achieving specific results, unless expressly agreed otherwise.
- 3.2 Without prejudice to KP's other rights, KP may at any time, without judicial intervention, notice of default or payment of compensation, suspend the provision of the Q8 electric Services in whole or in part if the Customer fails to comply with one or more obligations under this Agreement, or should other circumstances arise that justify immediate suspension of the Agreement (such as excessive use of or data exchange to or from the Q8 electric Services).
- 3.3 Q8 electric Services include:
 - (i) Charging Services at public charging points within the Network,
 - (ii) Use of a Q8 electric Card and/or use of the Q8 App for charging,

- (iii) Hosting Subscription Services, including roaming services and access for MSPs. The service allows for remote management, monitoring, and settlement of Charging Sessions outside the Q8 electric Network (at our Partner Network). It ensures connectivity between the charging point and the back-end platform, enabling CDR uploads and Charging Services for EV drivers at public Charging Stations within the Network (including the Q8 electric Network).
- (iv) Helpdesk services.

3.4 The availability of Charging Services within the Network is subject to:

- (i) Access via the Q8 App and/or Q8 electric Card.
- (ii) Charging Services as per each station's opening hours displayed on the Website and in the Q8 App.
- (iii) Initiation and termination of sessions using the Q8 App buttons ("Start charging", "Stop charging").
- (iv) The availability of Charging Stations may change due to factors such as partner agreements, and stations may be removed from the Network at any time.

3.5 While using the Charging Station, Customers must:

- (i) Adhere to KP, CPO, and all applicable legal (including safety) regulations for charging.
- (ii) Operate Charging Station equipment safely and follow instructions provided at the station or by on-site personnel (if present).
- (iii) Utilize the parking spot exclusively during charging and ensure it is accessible for other EV drivers.

4. ALLOCATION OF CHARGING CARDS

- 4.1 Customers must request a Q8 electric Card via the Q8 App. Q8 electric Cards will be sent to the address specified in the Q8 App within seven calendar days.
- 4.2 Customers must pay KP the applicable charges, if any, for each Q8 electric Card issued. If, for whatever reason, a Q8 electric Card must be replaced, KP reserves the right to charge the same cost.
- 4.3 Customers need a compatible mobile device with internet access for the use of the Q8 App. If Customer's Q8 App Password is compromised, the Customer is required to change it immediately and inform KP. Q8 electric Cards are KP's property, but risk transfers to the Customer upon dispatch by or on behalf of KP. The Q8 electric Cards must not be left unattended in vehicles or any other location. The Customer is responsible for any Charging Session that occurs if their mobile device/card is left unattended or stolen.
- 4.4 In the event of loss, theft, or misuse of a Charging Card, the Customer should block the Charging Card

immediately. The Customer remains responsible for all Q8 electric Services purchased up to 48 hours after blocking the Charging Card. The Customer may block a Charging Card at any time for any reason in accordance with the procedure described in Article 6. Blocking the Q8 electric Card does not affect the Customer's ability to charge via the Q8 App.

- 4.5 The Customer guarantees to KP that their Q8 electric Card will not be forged, copied, or modified in any way. The Customer shall be liable for all purchases made using a forged, copied, or modified Q8 electric Card, as well as for any other damage arising from the wrongful use of a Q8 electric Card after their dispatch to the Customer.

5. USE OF A Q8 ELECTRIC CARD AND OR CHARGING STATIONS

- 5.1 The Q8 electric Card is for personal use by the Customer to purchase Charging Services within agreed limits. The Customer pays for all services used. Customers must activate their Q8 electric Card as instructed.
- 5.2 Charging Stations may be used only in accordance with the instructions made available by the Charging Station owner or at the Charging Station location. Other than in the event of blocking, suspension, or termination as per the Q8 electric General Terms and Conditions, the Q8 electric Card grants access to the Network's stations, acting as an authentication tool.
- 5.3 The Customer should report any faults with respect to Charging Stations and the Q8 electric Services immediately to KP via the Q8 App, or via a Webform on the Website. Under no circumstances shall the Customer take advantage of any faults.
- 5.4 The terms and conditions of the operator of the respective Charging Station shall apply to the use of Charging Stations in the Partner Network (including, but not limited to, settling charging transactions and processing the Customer's data). The Customer is required to acquaint and comply with these terms. KP may not be held liable by the Customer for any damage suffered by the Customer due to a failure to comply with the terms and conditions of the operator of the Charging Stations within the Partner Network. The Customer shall indemnify KP against any claim from a member of the Partner Network arising from the failure to comply with such terms and conditions.
- 5.5 KP provides no guarantee on the density, accessibility or availability of the Charging Stations. In addition, KP provides no guarantee that the Charging Stations in the Network will operate or be available at all times without interruption and/or failure.
- 5.6 KP will make every reasonable effort to regularly update the overview of the Charging Stations in the Network on the Website and/ or in the Q8 App. KP provides no guarantee concerning the accuracy of the information posted and it shall be entitled to add or remove Charging Stations at any time.

- 5.7 The Customer will provide all cooperation, access, information, documentation and consents required for KP to comply with applicable laws and with agreements with third parties that are necessary for providing the Q8 electric Services.

6. BLOCKING OF CHARGING CARDS

Blocking by the Customer:

The Customer has the right to have a Charging Card blocked at any time for any reason. If a Customer is no longer authorised to use a Charging Card or a Q8 electric Card or smartphone with the Q8 App is lost or stolen, the Q8 electric Card must certainly be blocked as soon as possible.

Customers can block their Q8 electric Card themselves via the Q8 App.

Blocking by KP:

Without prejudice to any other rights that KP may have under the Agreement, the law or otherwise, KP has the right at any time to immediately block a Charging Card and request return of the Q8 electric Card (and/or refuse to re-issue, replace or renew a Q8 electric Card):

- (i) in the situations described in Article 9.2;
- (ii) in case of fraudulent use or any other problem where the security of the Charging Card is compromised;
- (iii) if the Charging Card has not been used for a continuous period of twelve (12) months;
- (iv) if the Charging Card is found to be defective; and/or
- (v) in case of unauthorised use of the Means of Access.

7. PRICES

- 7.1 The agreed prices for the Q8 electric Services can be found in the Q8 App.
- 7.2 The applicable rates for a Charging Session may consist of various price components (for example per kWh, per Charging Session, per minute and in some cases supplemented by an idle fee) and vary per Charging Station. The applicable rates for a charging point are posted in the Q8 App unless specified otherwise. The prices indicated will be increased by any applicable taxes, duties and/or levies of whatever nature, as well as any transport, delivery or insurance costs applicable to the Q8 electric Services in question.
- 7.3 KP reserves the right to adjust the prices for Q8 electric Services at any time in response to increases in taxes or other mandatory charges imposed by the government, including those introduced after the Agreement has been concluded.
- 7.4 KP shall further be entitled to unilaterally adjust the applicable prices for the Q8 electric Services at any

time after this Agreement has come into effect, in accordance with the provisions of Article 14 of the Agreement.

8. PAYMENT

8.1 Application

8.1.1 The terms and conditions described in this Article 8 apply only to Mobile Payment Function for Q8 electric Services, available in the Q8 App, to the exclusion of any other terms and conditions of purchase or any other terms and conditions. This Article 8 does not apply to the use of the Q8 Liberty Authentication to purchase fuels or additives (such as Ad Blue)(to which the Q8 Liberty Terms and Conditions apply exclusively), or to the mobile payment functions in the Q8 App for the purchase of products other than the Q8 electric Services (for which the Q8 Mobile Payment Terms and Conditions apply exclusively).

8.1.2 The terms and conditions in this Article 8 relate only to the Mobile Payment Function for the Q8 electric Services in the Q8 App. The payment cards should be registered in the Q8 App. Payments made using the payment cards via the Mobile Payment Function are not governed by the terms and conditions of this Article 8 but by the relevant Terms and Conditions of the Card Issuer. The Terms and Conditions of the Card Issuer can be consulted on the website of the Card Issuer or can be obtained from the Card Issuer.

8.1.3 KP is not a payment service provider, as defined in the relevant EU and national legislation, and does not offer payment services. The payment services carried out via the Q8 App for the Q8 electric Services, are provided by the Card Issuers and the Payment Service Provider.

8.1.4 Payments must be made via the payment method that has been registered in the Q8 App.

8.2 Prices and costs

8.2.1 The Customer prices indicated are displayed in euro, and include all taxes, duties and/ or levies, as well as all mandatory costs that must be paid with respect to the Q8 electric Services.

8.2.2 The precise amount of your Charging Session and thus the amount of the Mobile Q8 Purchase is not known in advance. Consequently, before charging, a maximum amount of EUR 60, depending on the Accepted Payment Card, will be reserved (a so-called pre-authorization), in order to initiate the Charging Session. This reservation enables the Customer to charge. After charging, the precise amount of the Charging Session and therefore of the Mobile Q8 Purchase, is charged, and the balance of the reserved amount is released again. In the event that the pre-authorization is successful, but there is no successful capture (this is the actual charge on the payment card), KP will send a payment link to the Customer to complete the transaction. Should problems arise, the Customer should contact his/her Card Issuer.

8.2.3 In certain cases, including but not limited to technical limitations of the payment terminal, temporary network issues, or rejection of the pre-authorization by the issuing bank, pre-authorization may not be possible. In that case, the Customer authorizes KP to initiate a Merchant Initiated Transaction (MIT), which takes place outside the KP environment, to complete the payment using the payment method details previously provided by the Customer, and this in accordance with the applicable card network rules and with the user's prior consent.

8.3 Sales

8.3.1 A separate Sales Agreement comes into force with every Mobile Q8 Purchase. The terms and conditions of this Article 8 are deemed to form an integral part of the Sales Agreement.

8.3.2 The Sales Agreement is concluded in the language in which the Customer logged on to the Q8 App at the time of the Mobile Q8 Purchase.

8.3.3 The payment of the Mobile Q8 Purchase is subject to validation checks and the approval of the Card Issuer. To this end, KP uses the services of the Payment Service Provider.

8.4 Use of Accepted Payment Cards

8.4.1 Enrollment via the WIP payment method
If the Customer wishes to proceed with a Mobile Q8 Purchase via the WIP payment method, the Customer is automatically redirected from the Q8 App to the Mobile Payment Function, managed by the Payment Service Provider, to make a one-off registration of the Accepted Payment Card, whereby the Customer is authenticated by the Card Issuer and the payment details are stored with the Payment Service Provider. These One-Click Payments are treated as Customer Initiated Transactions, which take place outside the KP environment and may involve Strong Customer Authentication (SCA) in accordance with applicable laws and regulations. Enrollment via the WIP payment method is only possible for debit cards (Bancontact or Visa or Mastercard debit).

8.4.2 Enrollment outside the WIP payment method
When the Customer wishes to proceed with a Q8 Mobile Purchase with a Mastercard or Visa Accepted Payment Card and does not want to use the WIP payment method, the Customer, will be automatically redirected within the Q8 App to the Mobile Payment Function, managed by the Payment Service Provider, who is responsible for secure payment processing, including authentication (SCA), fraud prevention, and authorization.

8.5 Responsibility for the use of the Q8 App, the Mobile Q8 Purchases and the Mobile Payment Function

8.5.1 The Customer him/herself is responsible for ensuring that his/her use of the Q8 App complies with the Terms and Conditions of the Card Issuer.

8.5.2 The Customer is responsible for all costs and/or write-offs related to the Accepted Payment Cards

which are the result of the use of the Mobile Payment Function by means of the Q8 App and for all reimbursements that the Card Issuer(s) can charge relating to such transactions.

8.5.3 KP does not issue any payment cards; these are issued by the Card Issuers. All questions or problems relating to payment cards and transactions effected with such payment cards must be addressed to the Card Issuer that issued the payment cards in question and not to KP.

8.5.4 KP does not guarantee that the Accepted Payment Cards that are registered in the Q8 App are valid or that the Card Issuer(s) that issued such payment cards will approve or comply with the Mobile Q8 Purchase.

8.6 Blocking access to the Mobile Payment Function of the Q8 App or a payment card in the Q8 App

8.6.1 The Customer should immediately inform the Card Issuer concerned and/or Card Stop (if applicable) in the event of forgery or any other risk of improper use of his/her PIN codes and/or theft or loss of his/her mobile device on which the Q8 App was installed. This should be done in accordance with the Terms and Conditions of the Card Issuer concerned. The Customer should also inform the relevant telecommunications provider immediately to have the mobile phone blocked.

8.6.2 KP can block access to the Mobile Payment Function of the Q8 App for objectively justified reasons relating to the security of the Mobile Payment Function of the Q8 App or if KP suspects any unauthorized or fraudulent use of the Mobile Payment Function of the Q8 App. As a result of blocking the Mobile Payment Function, the Customer will no longer be able to use either the payment method registered in the Q8 App or the Q8 electric Card until the outstanding payment has been made.

8.6.3 Payment Service Providers can also remove information stored by unauthorized end users or make access thereto impossible or suspend the service provision in the event of (suspected) improper use.

8.7 Consequences of non-payment of Charging Sessions

8.7.1 If a Customer fails to pay outstanding amounts within the applicable payment term, KP will be entitled to charge interest at the applicable statutory rate after the expiry of seventeen (17) calendar days following the provisioning of a notice of default to the Customer. Where legally permitted, KP is entitled to charge an administration fee per reminder.

8.7.2 For the management and recovery of overdue payments (including but not limited to sending payment reminders and notices of default), KP may engage a Payment Orchestrator and/or external debt collection agency. The Customer acknowledges and agrees that, for this purpose, the necessary payment and identification details may be shared with such parties strictly to the extent required for the execution of the dunning and debt collection process.

Where legally permitted, KP is entitled to pass on to the Customer, any additional fees or costs charged by the external debt collection agency.

9. AGREEMENT DURATION AND TERMINATION

9.1 The Agreement is entered into for an undetermined period, unless specified otherwise. Both KP and the Customer may terminate the Agreement for convenience at any time, by giving not less than thirty (30) days prior written notice to the other Party. In case KP decides to transfer the Agreement, in whole or in part, or any rights or obligations arising from the Agreement, to a member of the Kuwait Petroleum Group in accordance with Article 16.4, and the Customer does not consent to any such transfer, the Customer will be entitled to terminate the Agreement as soon as reasonably possible in writing without a notice period.

9.2 KP shall be entitled to terminate the Agreement unilaterally, in whole or in part, at any time, without judicial intervention, without a notice period and without payment of compensation in the following circumstances, without prejudice to KP's entitlement to claim damages:

- (i) if the Customer fails to comply with one or more of the obligations under this Agreement, and, where the default can be rectified, remains in default following a period of ten (10) calendar days after notice of default;
- (ii) in the event of the Customer's non-compliance with any of their payment obligations under the Agreement and in accordance with applicable legislation.
- (iii) in the event that the bank direct debit provided by the Customer is discontinued or at risk of being discontinued;
- (iv) in the event of fraudulent use of a Charging Card or any problem that compromises the security of the Charging Card; and/or if the Q8 electric Card has not been used for a continuous period of twelve (12) months;
- (v) in the event of Force Majeure or unforeseen circumstances for a continuous period of ten (10) calendar days;
- (vi) in any other circumstances that justify the immediate termination of the Agreement, including but not limited to suspicion of fraud and/or the misuse of discounts.

9.3 On termination of the Agreement, the Customer will immediately settle all outstanding payments not yet due in accordance with applicable legislation. The Customer must immediately return or destroy, at KP's option, all material (such as Q8 electric Cards) made available.

9.4 The Customer may not derive any rights vis-à-vis KP from the termination, exclusion and modification referred to in this Article 9.

9.5 Those clauses which by their nature are expressly or implicitly intended to survive the termination or expiry of the Agreement, will survive.

10. CUSTOMER SERVICES

10.1 KP's customer services department will handle queries or complaints from Customers about Q8 electric Services. The customer services department can be contacted at:

- By phone:
 - In Belgium: +32 (0)32413535
 - In Luxembourg: +35 24502031
 - In the Netherlands: +31 103002500
- Via Webform

The customer service operating hours are indicated on the Website.

11. LIABILITY

- 11.1 Unless prohibited by law, and without prejudice to Article 11.2, KP (and its agents, representatives, employees and directors) shall not be liable for any damage suffered or incurred by the Customer arising from or in connection with a slight failure or slight error on the part of KP, regardless of whether the origin of the damage is contractual or extra-contractual in nature.
- 11.2 Nothing in the Agreement excludes or limits KP's liability for fraud, wilful misconduct or gross negligence on the part of KP or its agents or representatives.
- 11.3 Without prejudice to Article 11.2, KP shall not be liable for any indirect, special, incidental or consequential damage of any type, including, but not limited to, disruption to business activities, claims from third parties, damage as a consequence of disruption to business activities or loss of profits, loss of inventory, or of competitive advantage or of goodwill related to the Agreement, whether or not foreseeable, regardless of other causes of the damage, even if one of the Parties had been informed in advance of the possibility of damage, on any legal basis (law, wrongful action, agreement or otherwise).
- 11.4 The Customer shall accept that KP has no control over the condition, the maintenance and the possible unavailability of third-party Charging Stations in the Network. KP does not guarantee the availability of the back-end platform and hereby excludes its liability as a result of any unavailability of the back-end platform, except in cases referred to in Article 11.2.
- 11.5 KP shall not be liable for any damage suffered or incurred by the Customer arising from or in connection with
- (i) incorrect or incomplete data provided by the Customer,
 - (ii) actions or omissions on the part of the Customer, and/or
 - (iii) failure or delay on the part of the Customer to respond to a notification, warning information when this is provided.
- 11.6 The Customer will use the materials provided by KP, such as the Q8 electric Cards, with due care. The Customer shall be liable for any damage suffered or incurred by KP arising from or in connection with actions, omissions, negligence, gross negligence, wilful misconduct or fraud on the part of the Customer, including the use in any way whatsoever of the Q8 electric Services, and agrees to indemnify KP in the event of any resulting claims by third parties.
- 11.7 Claims from the Customer with respect to the Agreement are addressed to KP and not to any other member of the Kuwait Petroleum Group, regardless of whether the claim concerns KP or another member of the Kuwait Petroleum Group.
- 11.8 If KP, notwithstanding the exclusions and limitations to liability set out in this article, is held liable by a competent court for a loss not caused by fraud, wilful misconduct or gross negligence on the part of KP or its agents or representatives, KP's total liability shall be limited to EUR 1000 per annum per event giving rise to the claim, with a series of related events being treated as one single event.
- 11.9 KP shall in no way be liable for damage arising from any act or omission on the part of the Customer contrary to any provision(s) of the Agreement. The Customer shall be liable to KP for damage as a consequence of acts and/or omissions in violation with statutory and/or contractual provisions, including the Q8 electric General Terms and Conditions.
- 11.10 The Charging Card must be used in accordance with this Agreement and all applicable laws, regulations, and codes of practice. Next to that, the Q8 App must be used in accordance with the Terms of Use of the Q8 App. Specifically, the Customer must not:
- (i) Grant unauthorized third parties access to the Q8 App;
 - (ii) Sell, resell, license, rent, lease or otherwise transfer access to or the results of the Q8 App;
 - (iii) Use the Q8 App for competing purposes, including to develop a competing product or service or to copy features, functionalities, interfaces, graphics and look and feel;
 - (iv) Use, copy, frame or mirror the Q8 App in connection with similar products of competitors for the purpose of monitoring, comparing or benchmarking them, unless expressly approved in writing;
 - (v) Use the Q8 App to upload, post, display, transmit or otherwise make available inappropriate, defamatory, obscene or unlawful content, content that is intended to interfere with, overload or track the Q8 App, infringe the security measures, or infringe any patent, trademark, copyright, trade secret or other proprietary right of any party;

- (vi) Use the Q8 App in connection with any illegal, fraudulent, dishonest, unethical, offensive, obscene, pornographic, intimidating or otherwise inappropriate activity or behaviour.

- 11.11 KP shall not be liable for losses suffered or incurred by the Customer arising from or in connection with non-compliance or a suspension in compliance with its obligations as the result of an incident of Force Majeure.
- 11.12 To avoid misunderstandings and within legal limits, the Parties agree that damage caused by non-compliance with a contractual obligation by an auxiliary party (including all personnel, employees, directors, officers, agents, representatives, consultants, suppliers, subcontractors, successors, and assignees of such contracting party) (i) may only be addressed through a contractual claim against that Party in accordance with the liability provisions of this Agreement, (ii) does not entitle the affected Party to make a non-contractual claim against the Party causing the damage, and (iii) does not entitle that Party to bring a non-contractual claim against any auxiliary party of the Party causing the damage, even if the event giving rise to the damage also constitutes a wrongful action.

12. INTELLECTUAL PROPERTY

All intellectual property rights in Q8 electric Services belong to KP and/or its licensors. The Customer has a restricted, non-exclusive, revocable, non-transferable license for use under the Agreement.

All intellectual property rights regarding the Q8 App are governed by the Terms of Use of the Q8 App.

13. PRIVACY

In providing Q8 electric Services, as the data controller, KP processes certain of the Customer's data, including personal data. KP will comply with the applicable regulations when processing personal data. More information on the processing of personal data by KP in the context of providing Q8 electric Services, can be found in the Privacy Statement of the Q8 App.

14. MODIFICATIONS

- 14.1 KP is entitled to amend, add or delete a provision of these General Terms and Conditions at any time.
- 14.2 KP will issue such modified or new terms and conditions in writing, subject to a notification period of at least twenty (20) working days. Since the Parties have agreed to the use of electronic media as a means of communication, modified or new terms and conditions may be issued electronically.
- 14.3 The modified or new terms and conditions will apply and will be deemed to be accepted by the Customer from the date determined by KP, unless the Customer informs KP in writing within the specified notification period of its refusal to accept such modified or new

terms and conditions. In the event of refusal, the Agreement will be terminated automatically at the end of the notification period, without costs or compensation.

15. RIGHT OF WITHDRAWAL

15.1 By purchasing Q8 electric Services (by using the Charging Card, for example) during the cooling-off period in this Article 15 (Right of withdrawal), the Customer accepts that he has expressly requested a start to the provision of the Q8 electric Services.

15.2 Withdrawal from the Agreement without providing reasons is permitted during a cooling-off period of 14 calendar days of the Agreement coming into effect by written notification to KP. In this event, the Customer must return his Q8 electric Card immediately in accordance with the instructions provided by KP and pay the immediate postage costs himself. In this case, KP will immediately, and at the latest within 14 calendar days of being informed, refund to the Customer all payments received via the same method of payment as that used by the Customer for the original transaction. If, however, the Customer withdraws having first expressly requested that Q8 electric Services (such as Charging Services) be provided in a certain volume or quantity during the cooling-off period, the Customer is still required to pay for that part of the obligation already met by KP at the time of withdrawal. The proportional amount payable to KP by the Customer is calculated on the basis of the total price as set out in the Agreement. Where the total price is excessive, the proportionate amount must be calculated on the basis of the market value of what has been provided. There is no right of withdrawal if the Q8 electric Services have been provided to the Customer in full prior to the end of the said cooling-off period.

16. GENERAL

- 16.1 The Agreement and transactions are governed by Belgian law. However, Customers residing in another EU Member State will also benefit from the mandatory provisions of the laws of their country of residence. Disputes may be brought before the competent courts of Antwerp, Belgium, or, before the courts of the country of residence of the Customer.
- 16.2 Notifications of any kind may, at the discretion of KP, legally be sent to the Customer as specified in the Q8 App. Notifications can lawfully be sent by (registered) mail, email, or via the Q8 app. The Customer agrees not to dispute the evidential value of such communications.
- 16.3 The Customer will not disclose to a third party, publish or distribute the terms and conditions of the Agreement (including, but not limited to, any applicable commercial terms) without prior written consent from KP.
- 16.4 The Customer shall not be entitled to transfer the Agreement or any rights or obligations arising from the Agreement to any other party without prior written consent from KP. KP shall be entitled to transfer the Agreement, in whole or in part, or any

rights or obligations arising from the Agreement to an affiliate without any prior consent.

- 16.5 If a provision of the Agreement is finally determined to be, or becomes, invalid, illegal or unenforceable, then such provision shall, if possible, and insofar as such clause is invalid, illegal or unenforceable, be replaced by the Parties by a valid, legal and enforceable clause reflecting as close as possible the initial intentions. If the invalid, illegal or unenforceable provision cannot be validly replaced, then no effect shall be given to said clause and it shall be deemed not to be included in the Agreement, such without affecting or invalidating the remaining provisions of the Agreement.

- 16.6 The Customer may invoke a waiver of rights and redress by KP under or in connection with the Agreement only if they have received written notification from KP. Any such waiver shall apply solely to the specific case and purpose for which it was issued. Rights or remedies available to KP under or in connection with the Agreement will not be excluded, relinquished, or impaired by: (i) any non-fulfilment or delayed fulfilment before the expiration of any statutory term; (ii) any one-time or partial fulfilment; (iii) any prior waiver of a similar right or remedy, whether in full or in part; or (iv) any of these actions concerning a different right or remedy, regardless of their nature.